

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: April 4, 2020

SERVICE: LABORATORY ANALYTICAL SERVICES

CONTRACT NO.: 8002664

NIGP: 926*

VENDOR: Absolute Resources, LLC
124 Heritage Avenue #16
Portsmouth, NH, 03801

VENDOR #: VC # 159136

SUBMITTED FOR ACCEPTANCE BY:

Jeffrey A. Haley
JEFFREY A. HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 4/10/2020

RECOMMENDED FOR ACCEPTANCE BY:

Paul Rhodes (CCL)
PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 4/13/2020

APPROVED FOR ACCEPTANCE BY:

Gary S. Lunetta (CCL)
GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/13/2020

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Charles M. Arlinghaus
CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4/13/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Braley & Wellington Insurance Agency P.O. Box 15127 Worcester MA 01615	CONTACT NAME: Lisa Lermond PHONE (A/C, No, Ext): (508) 754-7255 FAX (A/C, No): (508) 797-3507 E-MAIL ADDRESS: llermond@braleywellingtongroup.com
INSURED Absolute Resource Associates, LLC 124 Heritage Ave Suite 16 Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Ins Co INSURER B: Merchants Mutual Ins INSURER C: Travelers P & C Co of America INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2020-2021 LIABILITY

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			G27952896004	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAP1075052	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ *			G27952902004	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6JUB2E81891-9-18 Guy & Susan Sylvester are not covered by the WC.	5/2/2019	5/2/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution/Mold and Professional Liability			G27952896004	2/1/2020	2/1/2021	\$2,000,000 Per Claim Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

(603) 271-2700

State of New Hampshire
Administration Services, Bureau of
Purchase and Property
25 Capital St, Rm 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Lermond/LISA

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ACORD 25 (2014/01)

INS025 (201401)

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STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
RFP #2272-20
Laboratory Analytical Services
Statewide

RFP 2272-20 Lab Services - Price Scoring

Bidder	Section	Acqueous Price	Expetided Price	Total
Alpha	1	\$170.00	\$255.00	\$425.00
	2	\$200.00	\$300.00	\$500.00
	3	\$225.00	\$337.50	\$562.50
	4	\$300.00	\$450.00	\$750.00
	Soil Sample	\$350.00	\$525.00	\$875.00
	5	\$350.00	\$525.00	\$875.00
	Soil Sample	\$375.00	\$562.50	\$937.50
				\$4,925.00
Con Test	1	\$175.00	\$350.00	\$525.00
	2	\$190.00	\$380.00	\$570.00
	3	\$200.00	\$400.00	\$600.00
	4	No Bid	No Bid	No Bid
	Soil Sample	No Bid	No Bid	No Bid
	5	No Bid	No Bid	No Bid
	Soil Sample	No Bid	No Bid	No Bid
				NC
Eurofins	1	\$168.00	\$336.00	\$504.00
	2	\$180.00	\$360.00	\$540.00
	3	\$189.00	\$378.00	\$567.00
	4	\$228.00	\$456.00	\$684.00
	Soil Sample	\$228.00	\$456.00	\$684.00
	5	\$253.00	\$506.00	\$759.00
	Soil Sample	\$253.00	\$506.00	\$759.00
				\$4,497.00
Battelle	1	\$233.00	\$349.50	\$582.50
	2	\$233.00	\$349.50	\$582.50
	3	\$233.00	\$349.50	\$582.50
	4	\$273.00	\$409.50	\$682.50
	Soil Sample	\$273.00	\$409.50	\$682.50
	5	\$273.00	\$409.50	\$682.50
	Soil Sample	\$273.00	\$409.50	\$682.50
				\$4,477.50

Bidder	Section	Acqueous Price	Expetided Price	Total
GEL	1	\$180.00	\$360.00	\$540.00
	2	\$220.00	\$440.00	\$660.00
	3	\$240.00	\$480.00	\$720.00
	4	\$250.00	\$500.00	\$750.00
	Soil Sample	\$250.00	\$500.00	\$750.00
	5	\$295.00	\$590.00	\$885.00
	Soil Sample	\$295.00	\$590.00	\$885.00
				\$5,190.00
SGS	1	\$174.00	\$348.00	\$522.00
	2	\$184.00	\$368.00	\$552.00
	3	\$199.00	\$398.00	\$597.00
	4	\$229.00	\$458.00	\$687.00
	Soil Sample	\$229.00	\$458.00	\$687.00
	5	\$249.00	\$498.00	\$747.00
	Soil Sample	\$249.00	\$498.00	\$747.00
				\$4,539.00
Vista	1	\$185.00	\$465.00	\$650.00
	2	\$200.00	\$500.00	\$700.00
	3	\$220.00	\$550.00	\$770.00
	4	\$255.00	\$640.00	\$895.00
	Soil Sample	\$275.00	\$690.00	\$965.00
	5	\$295.00	\$740.00	\$1,035.00
	Soil Sample	\$320.00	\$800.00	\$1,120.00
				\$6,135.00
Absolute	1	\$205.00	\$205.00	\$410.00
	2	\$214.00	\$214.00	\$428.00
	3	\$229.00	\$229.00	\$458.00
	4	\$259.00	\$259.00	\$518.00
	Soil Sample	\$279.00	\$279.00	\$558.00
	5	\$279.00	\$279.00	\$558.00
	Soil Sample	\$299.00	\$299.00	\$598.00
				\$3,528.00

Vendor	Points
Absolute	40.00
Battelle	31.52
Eurofins	31.38
SGS	31.09
Alpha	28.65
GEL	27.19
Vista	23.00

STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
RFP #2272-20
Laboratory Analytical Services
Statewide

Price Total Scoring

	Absolute	Alpha	Battelle	Con-Test	Eurofins	GEL	SGS	Vista
Overall Understanding (max 20 pts)	20.0	19.5	19.5	12.5	5.0	20.0	15.0	2.5
Qualifications and Experience (max 40 pts)	33.0	33.5	40.0	20.0	0.0	36.5	25.0	0.0
Price Proposal (max 40 pts)	40.0	28.7	31.5	0.0	31.4	27.2	31.1	23.0
Total Score	93.0	81.7	91.0	NC	36.4	83.7	71.1	25.5
Ranking	1	4	2	NC	6	3	5	7

Pricing Points	
Absolute	40
Battelle	31.5
Eurofins	31.4
SGS	31.1
Alpha	28.7
GEL	27.2
Vista	23.0

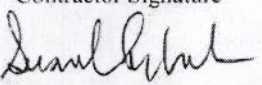
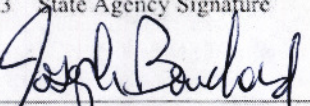
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Absolute Resource Associates, LLC		1.4 Contractor Address 124 Heritage Avenue #16, Portsmouth, NH, 03801	
1.5 Contractor Phone Number 603-436-2001	1.6 Account Number Various	1.7 Completion Date April 30, 2023	1.8 Price Limitation \$2,000,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 3/31/2020		1.12 Name and Title of Contractor Signatory Susan C Sylvester, President	
1.13 State Agency Signature  Date: 4/13/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus Joseph Bouchard Asst Comm.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

Absolute Resource Associates, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Laboratory Analytical Services in accordance with the proposal submission in response to State Request for Proposal #2272-20 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2272-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFP 2272-20."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall provide Laboratory Analytical Services available to all State Agencies and other eligible participants. Eligible participants include political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this Contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the Contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

The scope of services to be provided shall include the following:

1. The Contractor shall perform analytical services as necessary to identify and quantify PFAS in aqueous samples (including drinking water, groundwater, surface water and wastewater) and non-aqueous samples (including soil) as specified Exhibit C.
2. The Contractor shall perform all analyses requested. If the Contractor's laboratory (or sub-contracted laboratory) sample capacity precludes the Contractor from analyzing the requested samples within hold times, the Contractor, upon approval, shall sub-contract the samples to another qualified laboratory for analysis at no additional cost, and the said sub-contracted laboratory shall be reflected in the chain of custody forms.
3. The Contractor shall provide all necessary materials, including sample containers, coolers, preservatives, sample container labels, chain of custody forms, field blanks, trip blanks and air sampling media for collecting the samples within five business days of being requested. The containers shall be clean and conform to EPA quality control requirements and procedures, including preservation in accordance with applicable methodology.
4. The Contractor shall accept chain of custody forms that are developed by entities accessing the Contract.
5. The Contractor shall follow and maintain industry standard chain-of-custody procedures.
6. The Contractor shall provide as-needed consultation on collection methods and interpretation of reports at no additional cost.
7. The Contractor shall provide technical support in the event that there are discrepancies in testing results among the labs awarded contracts. This technical support shall include investigation of the cause of the discrepancies.
8. The Contractor shall provide pre-paid, overnight, FedEx shipping labels and all other necessary shipping materials at no additional cost. The sample owner shall prepare shipping containers for shipment (includes packaging, necessary preservation, ice packs, custody seals and completion of shipping documents). Sample transport shall be in iced containers and follow all EPA protocols for sample transport, including custody seals and chain-of-custody.
9. The Contractor shall provide a complete written report of its analyses as required under the scope of work to be performed. Analytical reports shall be formatted in accordance with The NELAC Institute (TNI) standards. Written analytical reports shall be prepared by the Contractor and sent electronically in .pdf format within five (5) working days after completion of the sample analyses to the sample owner.
10. The Contractor shall become an authorized data provider with NHDES One Stop and provide all analytical reports in a Microsoft Excel format that is compatible with the NHDES

Environmental Monitoring Database (EMD) reporting templates. Electronic submittals shall be made within ten (10) working days after completion of the sample analyses. The Microsoft Excel documents that are used to submit data must not contain any abbreviations, omissions, or alterations of the information provided to the Contractor on the chain of custody form. More information on the EMD and the Excel template may be found on the NHDES web site at <https://www.des.nh.gov/organization/divisions/water/wmb/emd/index.htm>

11. In those instances where the sample owner is a public water system, the Contractor shall instead of reporting to the NHDES EMD, become a NHDES data provider and report data electronically to the NHDES Drinking Water and Groundwater Bureau (DWGB) database using the electronic transfer application. This database has different requirements and procedures than reporting data into the EMD, which is used to house data not related to public water systems. Data reported electronically to DWGB for a public water system is considered to fulfill the electronic reporting requirements to EMD as specified in item 10, above. For more information on the DWGB database please contact NHDES at (603) 271-3139.
12. The Contractor shall send reports directly to the sample owner. The reports shall be submitted within ten (10) business days of sample analysis, as specified in items 10, and 11 above, when appropriate permission has been obtained from the sample owner.
13. Unless otherwise specified or requested, the standard turnaround time for analysis and reporting of results shall be three (3) weeks (fifteen (15) business days) from the date of Contractor receipt of the samples as documented on the corresponding chain of custody form.
14. The Contractor shall perform expedited analyses on certain samples; e-mailed reports shall be required in less than three (3) business days of receipt of such samples.
15. The Contractor shall retain and store samples at 4°C until such time as they are disposed in accordance with established laboratory policy, unless specifically requested by the sample owner to retain samples for a longer period of time or to return samples to the sample owner under chain-of-custody. The Contractor shall be responsible for the disposal of samples at no additional cost to the sample owner. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A (for Contractors located in New Hampshire) or applicable statutes in the sub-contracted laboratory's home state.
16. The Contractor shall perform all Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per NELAC Institute (TNI) standards. Full documentation of QA/QC is not required with the final data package unless specified by the sample owner in advance of sample submission.
17. The Contractor shall make available QA/QC data at the request of the sample owner. This information must be retrievable from the Contractor's Laboratory Information Management System for a period not less than five (5) years and be available for inspection at any time by the State. The Contractor shall be subject to any State Quality Assurance/Quality Control

audits and inspections by the State. The Contractor shall provide clarifications and details on analytical methods and reported data, as requested, by the sample owner contact submitting the sample for analysis.

18. The Contractor shall report results for all analyses listed in the Offer Section by the methodology listed and to the detection limits specified therein. Analytical methods that use isotope dilution or EPA Method 537.1 shall be used. Isotope dilution methods must adhere to the DOD ELAP Quality Systems Manual Version 5.1. Analytical methods with reporting limits of 2 nanograms per liter (ng/L) or lower, as achievable by the analytical method used, must be utilized.
19. Field blanks are not required even if the analytical method requires a field blank for each sample.
20. The laboratory must be New Hampshire NELAP accredited for the PFAS analytical methods that meet the requirements summarized herein.
21. The Contractor shall provide the sample owner with estimated J-Flag detection values for all compounds down to the lowest detection limit that the equipment used to process the sample allows.
22. The Contractor shall credit for the sample owner if samples are broken by the laboratory, not processed within analytical hold times, or fail laboratory QA/QC.
23. On occasion, additional analyses may be required for constituents or methods not listed in Exhibit C, or for non-aqueous samples. Upon request, the Contractor may be asked to provide these analyses at a quoted cost.
24. All invoices must be submitted showing unit prices. Invoices shall be sent electronically if requested by the sample owner.

ADDITIONAL REQUIREMENTS

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors,

equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide Laboratory Analytical Services strictly pursuant to, and in conformity with, the specifications described in State RFP #2272-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Laboratory Analytical Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$2,000,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

SECTION 1. PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Limited Analysis via Method 537.1 or Isotope Dilution

PRICE PER AQUEOUS SAMPLE: \$ 205.00

EXPEDITED COST: \$205.00

PFAS Name	Abbreviation	CAS No.
perfluorononanoic acid	PFNA	375-95-1
perfluorooctanoic acid	PFOA	335-67-1
perfluorooctane sulfonic acid	PFOS	1763-23-1
perfluorohexane sulfonic acid	PFHxS	355-46-4

SECTION 2. PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Analysis via Method 537

PRICE PER AQUEOUS SAMPLE: \$214.00

EXPEDITED COST: \$214.00

PFAS Name	Abbreviation	CAS No.
perfluorotetradecanoic acid	PFTeA	376-06-7
perfluorotridecanoic acid	PFTrA	72629-94-8
perfluorododecanoic acid	PFDoA	307-55-1
perfluoroundecanoic acid	PFUnA	2058-94-8
perfluorodecanoic acid	PFDA	335-76-2
perfluorononanoic acid	PFNA	375-95-1
perfluorooctanoic acid	PFOA	335-67-1

perfluoroheptanoic acid	PFHpA	375-85-9
perfluorohexanoic acid	PFHxA	307-24-4
perfluorooctane sulfonic acid	PFOS	1763-23-1
perfluorohexane sulfonic acid	PFHxS	355-46-4
perfluorobutane sulfonic acid	PFBS	375-73-5
N-ethyl perfluorooctanesulfonamido acetic acid	EtFOSAA	2991-50-6
N-methyl perfluorooctanesulfonamido acetic acid	MeFOSAA	2355-31-9

SECTION 3. PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Analysis via Method 537.1

PRICE PER AQUEOUS SAMPLE: \$229.00

EXPEDITED COST: \$229.00

PFAS Name	Abbreviation	CAS No.
perfluorotetradecanoic acid	PFTeA	376-06-7
perfluorotridecanoic acid	PFTriA	72629-94-8
perfluorododecanoic acid	PFDoA	307-55-1
perfluoroundecanoic acid	PFUnA	2058-94-8
perfluorodecanoic acid	PFDA	335-76-2
perfluorononanoic acid	PFNA	375-95-1
perfluorooctanoic acid	PFOA	335-67-1
perfluoroheptanoic acid	PFHpA	375-85-9
perfluorohexanoic acid	PFHxA	307-24-4
perfluorooctane sulfonic acid	PFOS	1763-23-1
perfluorohexane sulfonic acid	PFHxS	355-46-4
perfluorobutane sulfonic acid	PFBS	375-73-5
N-ethyl perfluorooctanesulfonamido acetic acid	EtFOSAA	2991-50-6
N-methyl perfluorooctanesulfonamido acetic acid	MeFOSAA	2355-31-9
2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propanoic	HFPO-DA [†] (GenX)	13252-13-6
4,8-dioxa-3h-perfluorononanoic acid	DONA [‡] (ADONA)	919005-14-4
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic	11CI-PF3OUdS *	763051-92-9
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid	9CI-PF3ONS ** (F53B)	756426-58-1

SECTION 4. PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Analysis via Isotope Dilution

PRICE PER AQUEOUS SAMPLE \$259.00

EXPEDITED COST: \$259.00

PRICE PER SOIL SAMPLE \$279.00

EXPEDITED COST: \$279.00

PFAS Name	Abbreviation	CAS No.
perfluorotetradecanoic acid	PFTeA	376-06-7
perfluorotridecanoic acid	PFTraA	72629-94-8
perfluorododecanoic acid	PFDaA	307-55-1
perfluoroundecanoic acid	PFUnA	2058-94-8
perfluorodecanoic acid	PFDA	335-76-2
perfluorononanoic acid	PFNA	375-95-1
perfluorooctanoic acid	PFOA	335-67-1
perfluoroheptanoic acid	PFHpA	375-85-9
perfluorohexanoic acid	PFHxA	307-24-4
perfluoropentanoic acid	PFPeA	2706-90-3
perfluorobutanoic acid	PFBA	375-22-4
perfluorodecane sulfonic acid	PFDS	335-77-3
perfluorononanesulfonic acid	PFNS	68259-12-1
perfluorooctane sulfonic acid	PFOS	1763-23-1
perfluoroheptane sulfonic acid	PFHpS	375-92-8
perfluorohexane sulfonic acid	PFHxS	355-46-4
perfluoropentane sulfonic acid	PFPeS	2706-91-4
perfluorobutane sulfonic acid	PFBS	375-73-5
8:2 fluorotelomer sulfonic acid	8:2 FTSA	39108-34-4
6:2 fluorotelomer sulfonic acid	6:2 FTSA	27619-97-2
4:2 fluorotelomer sulfonic acid	4:2 FTSA	757124-72-4
Perfluorooctanesulfonamide	FOSA	754-91-6

N-methyl perfluorooctane sulfonamide	MeFOSA	31506-32-8
N-ethyl perfluorooctanesulfonamido acetic acid	EtFOSAA	2991-50-6
N-methyl perfluorooctanesulfonamido acetic acid	MeFOSAA	2355-31-9

SECTION 5. PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Extended Analysis via Isotope Dilution

PRICE PER AQUEOUS SAMPLE \$279.00

EXPEDITED COST: \$279.00

PRICE PER SOIL SAMPLE \$299.00

EXPEDITED COST: \$299.00

PFAS Name	Abbreviation	CAS No.
perfluorotetradecanoic acid	PFTeA	376-06-7
perfluorotridecanoic acid	PFTriA	72629-94-8
perfluorododecanoic acid	PFDaA	307-55-1
perfluoroundecanoic acid	PFUnA	2058-94-8
perfluorodecanoic acid	PFDA	335-76-2
perfluorononanoic acid	PFNA	375-95-1
perfluorooctanoic acid	PFOA	335-67-1
perfluoroheptanoic acid	PFHpA	375-85-9
perfluorohexanoic acid	PFHxA	307-24-4
perfluoropentanoic acid	PFPeA	2706-90-3
perfluorobutanoic acid	PFBA	375-22-4
perfluorodecane sulfonic acid	PFDS	335-77-3
perfluorononananesulfonic acid	PFNS	68259-12-1
perfluorooctane sulfonic acid	PFOS	1763-23-1
perfluoroheptane sulfonic acid	PFHpS	375-92-8
perfluorohexane sulfonic acid	PFHxS	355-46-4
perfluoropentane sulfonic acid	PFPeS	2706-91-4
perfluorobutane sulfonic acid	PFBS	375-73-5

8:2 fluorotelomer sulfonic acid	8:2 FTSA	39108-34-4
6:2 fluorotelomer sulfonic acid	6:2 FTSA	27619-97-2
4:2 fluorotelomer sulfonic acid	4:2 FTSA	757124-72-4
Perfluorooctanesulfonamide	FOSA	754-91-6
N-methyl perfluorooctane sulfonamide	MeFOSA	31506-32-8
N-ethyl perfluorooctanesulfonamido acetic acid	EtFOSAA	2991-50-6
N-methyl perfluorooctanesulfonamido acetic acid	MeFOSAA	2355-31-9
2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propanoic acid	HFPO-DA (GenX acid)	13252-13-6
4,8-dioxa-3h-perfluorononanoic acid	DONA (ADONA acid)	919005-14-4
11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid	11Cl-PF3OUdS (F53B Major)	763051-92-9
9-chlorohexadecafluoro-3-oxanone-1-sulfonic acid	9Cl-PF3ONS (F53B Minor)	756426-58-1

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Invoices for up to \$2,500.00 should be paid via P-Card by State Agencies when available

EXHIBIT D

RFP #2272-20 is incorporated here within.

